

## **MAP PREPARATION AGREEMENT II**

This Map Preparation Agreement II is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Consumers Gas Company, an Illinois Corporation, hereinafter referred to as "Consumers" and Robinson Engineering & Oil Company Inc., an Indiana Corporation, Evansville, Indiana, hereinafter referred to as "Robinson Engineering" (hereinafter "Agreement").

### **W I T N E S S E T H:**

WHEREAS, Consumers is an Illinois public utility providing gas distribution services in White, Edwards and Gallatin Counties, Illinois and to the municipalities of Albion, Bone Gap, Browns, Carmi, Junction, Omaha, New Haven, Ridgway, Shawneetown, and West Salem within those counties; and

WHEREAS, it is in the best interest of Consumers to have current computer maps presenting all gas lines and meter locations within the said municipalities; and

WHEREAS, Robinson Engineering has previously demonstrated its capability to prepare the described maps needed by Consumers; and

WHEREAS, Consumers wishes to employ Robinson Engineering and Robinson Engineering agrees to be employed to complete preparation of, and maintain, the described maps for Consumers; and

WHEREAS, Consumers and Robinson Engineering deem it to be in their mutual



best interest to enter into an agreement relating to such employment.

NOW, THEREFORE, in consideration of the premises and the covenants set forth, the parties mutually agree:

1. Term: This Agreement shall be for a period of five (5) years beginning on the date the Illinois Commerce Commission authorizes the execution of this Agreement.

Notwithstanding anything to the contrary, the mapping system to be prepared shall be completed within a period of three (3) years following the date of this Agreement.

2. Duties: Robinson Engineering hereby accepts employment by Consumers for the term as stated and shall provide computer mapping services to the best of its ability to complete the mapping of Consumers system and provide Consumers computer maps which set forth all gas lines and meter locations owned and operated by Consumers within the municipalities of Albion, Bone Gap, Browns, Carmi, Junction, Omaha, New Haven, Ridgway, Shawneetown and West Salem, Illinois. Robinson Engineering shall, in addition, maintain said Consumers mapping system on a "current" basis.

3. Compensation: Robinson Engineering shall be paid, for the completion of the described mapping of Consumers system, in accordance with the rates as set forth on Schedule "1" attached hereto and fully incorporated by reference, and said compensation for the services to be provided shall not exceed Thirty-Two Thousand One Hundred Dollars (\$32,100.00). Robinson Engineering shall be paid, for the maintenance of said mapping on a "current" basis, in accordance with the rates as set forth in Schedule "1" attached hereto and fully incorporated by reference but said compensation for said annual

maintenance shall be the lesser of the actual costs in accordance with the attached Schedule "1" or Five Thousand Dollars (\$5,000.00)

4. Billing: Robinson Engineering shall bill Consumers, not less often than ninety (90) days, the first billing to be not less than ninety (90) days following the date of this Agreement, for the services provided within ninety (90) day period immediately preceding the billing.

5. Payment: Consumers shall, if it determines billings submitted to it by Robinson Engineering to be correct, pay such billings not less than ninety (90) days following receipt thereof and, if payment is not made within said time, interest will thereafter accrue on the unpaid billing at the rate of one and one-half percent (1½%) per month but such change shall not, in any event, exceed eighteen percent (18%) per annum.

6. Termination:

- a) Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other.
- b) Either party may, for cause, terminate this Agreement upon three (3) days written notice to the other.

7. Merger or Sale: In the event of the merger, consolidation or sale of Consumers or Robinson Engineering, the acquiring or successor firms or corporations shall assume this Agreement and become obligated to perform all the terms and conditions set forth to be performed by Consumers or Robinson Engineering, whichever is applicable.

8. Non-assignability: To the extent that the obligations provided for herein require the personal performance of Robinson Engineering, Robinson Engineering's rights,

interest and obligations as provided herein may not be assigned but such assignment shall not be unreasonably withheld.

9. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof. It may not be changed orally, but only by written instrument signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

10. Waiver or Breach: The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be considered as a waiver or a relinquishment of any right granted hereunder or the future performance of any such term, covenant or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

11. Construction: This Agreement shall be construed and governed in all respects in accordance with the laws of the State of Illinois.

12. Notices: Any and all notices required or permitted to be given under the terms of this Agreement shall be deemed sufficient if in writing and forwarded to the parties hereto at the addresses set forth by prepaid, certified or registered mail, or by personal delivery, as follows: President, Consumers Gas Company, 1410 North Cullen Avenue, Evansville, Indiana 47715 or President, Robinson Engineering & Oil Co., Inc., 1410 North Cullen Avenue, Evansville, Illinois 47715.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

CONSUMERS GAS COMPANY

By \_\_\_\_\_  
Its President

ROBINSON ENGINEERING & OIL CO., INC.

By \_\_\_\_\_  
Its President

**ROBINSON ENGINEERING & OIL COMPANY, INC.**

1410 N. CULLEN AVENUE  
P. O. BOX 8269  
EVANSVILLE, INDIANA 47716

ENGINEERING & GEOLOGICAL SERVICES  
OIL & GAS LEASE OPERATIONS  
INDUSTRIAL DISPOSAL

PHONE (812) 477-1575  
TOLL FREE (800) 544-4809  
FAX (812) 477-1377

January 1, 2000

**CONSULTING FEE SCHEDULE  
January 1, 2000**

Professional Petroleum Engineer	\$ 85.00/hr.
Senior Petroleum Engineer	\$ 75.00/hr.
Geologist	\$ 60.00/hr.
Gas Technician	\$ 45.00/hr.
Draftsman	\$ 30.00/hr.
Clerical	\$ 25.00/hr.
Mileage	\$ 0.35/mile
Expenses (transportation, motel & meals)	Cost

**SUPERVISION EXPENSE**

Field Supervisor with pickup & all expenses	\$400.00/day
Engineer with transportation & expenses	\$500.00/day
Geologist with transportation & expenses	\$450.00/day
Gas Technician with transportation & expenses	\$400.00/day

**FIELD PUMPING & SUPERVISION**

Pumper with transportation & expenses	Priced as per situation
Pumper equipped to shoot fluid levels and regulate gas and water as conditions dictate.	

